

**COUNTY OF LOS ANGELES
DEPARTMENT OF MILITARY AND VETERANS AFFAIRS**

2615 S. Grand Avenue, Suite 100
LOS ANGELES, CALIFORNIA 90007



United We Stand



Joseph N. Smith
Director

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

December 18, 2012

44 December 18, 2012

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

ACCEPT STATE FUNDS UNDER CALIFORNIA PROPOSITION 63 (MENTAL HEALTH SERVICE FUND)

SUBJECT

The California Department of Veterans Affairs (CDVA) has awarded the Department of Military and Veterans Affairs Proposition 63 funding in the amount of \$55,000 to fund one full-time equivalent (FTE) position for the Veteran System Navigator Program for mental health outreach activities. The grant covers the period of October 1, 2012 through September 30, 2013.

IT IS RECOMMENDED THAT THE BOARD:

1. Accept the Proposition 63 funds in the amount of \$55,000.
2. Authorize the Director of Department of Military and Veterans Affairs (DMVA) to use the funds for mental health outreach activities.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose is to administer the implementation of the Veteran System Navigators. System Navigators for Veterans is a program established in 2009 that assists Veterans transitioning from military to civilian life (combat to community), including Veterans having difficulty with re-integration which require assistance with employment, education, socialization, children and family issues,

substance abuse, domestic violence and homelessness. This program works with Veterans and their families to help them identify their needs, develop an action plan, access knowledgeable service providers, and join a support network.

Board approval is required to accept grant funds from CDVA.

Implementation of Strategic Plan Goals

The recommended actions support the County's Strategic Goal 3: Integrated Services Delivery, to maximize the opportunities to measurably improve client and community outcomes and leverage resources through the continuous integration of health, community, and public safety services and the mission of this Department.

FISCAL IMPACT/FINANCING

The recommended actions will have no impact on net county cost. The program fully financed by California Proposition 63 funds and included in the Department's annual budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

California Proposition 63 (now known as the Mental Health Services ACT or MHSA), passed in 2004, provides increased funding for personnel and other resources to support County mental health programs. DMVA initiated action to obtain a portion of those monies from CDVA to provide services to returning combat veterans.

Following DMVA's efforts, the CDVA awarded \$60,000 to DMVA on 09/23/09 to fund one FTE position for the Veteran System Navigator Program which is automatically renewed for successive Fiscal Years. Concurrent with this funding, one additional FTE position was funded by the Chief Executive Office to start the program and included in the FY 2009-2010 Budget. CDVA continued Proposition 63 funding for October 1, 2011 through September 30, 2012 in the amount not to exceed \$60,000. For period covering October 1, 2012 through September 30, 2013, the Department submitted an application and was awarded the amount not to exceed \$55,000. Payment will be made in accordance with the MOU between DMVA and CDVA which memorializes the use of the funds.

The DMVA and CDVA entered into Memorandum of Understanding for the period October 1, 2012 through September 30, 2013 to memorialize DMVA's administration of the Veteran System Navigator Services referred to in this Board Letter (Attachment A).

IMPACT ON CURRENT SERVICES (OR PROJECTS)


The recommended actions will enhance current services and ensure continuation of the Department's mental health outreach activities.

CONCLUSION

Upon approval of this request, please instruct the Executive Officer, Board of Supervisors to send the original Board letter and attachments to

Department of Military and Veterans Affairs
Attention: Joseph N. Smith
2615 S. Grand Avenue, Room 100
Los Angeles, California 90007

Respectfully submitted,

A handwritten signature in black ink that reads "Joseph N. Smith". The signature is written in a cursive, flowing style.

JOSEPH N. SMITH

Director

JNS:rb

Enclosures

c: Executive Officer, Board of Supervisors
County Counsel
Chief Executive Officer

AGREEMENT NUMBER

12XS0004

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California Department of Veterans Affairs

CONTRACTOR'S NAME

County of Los Angeles

2. The term of this Agreement is: October 1, 2012 through September 30, 2013
or upon DGS approval, whichever is later

3. The maximum amount of this Agreement is: \$ 55,000.00
Fifty five thousand dollars and zero cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	2 pages
Exhibit A- Attachment 1 Program Narrative	1 pages
Exhibit B – Budget Detail and Payment Provisions	1 page
Exhibit B – Attachment 1 Budget Form	1 page
Exhibit C* – General Terms and Conditions	3 pages

Check mark one item below as Exhibit D:

- | | |
|--|---------|
| <input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) | 4 pages |
| <input type="checkbox"/> Exhibit - D* Special Terms and Conditions | |

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Los Angeles

BY (Authorized Signature)

DATE SIGNED (Do not type)



Nov 15, 2012

PRINTED NAME AND TITLE OF PERSON SIGNING

Joseph Smith, CVSO

ADDRESS

2615 S. Grand Ave.
Los Angeles, CA 90007

STATE OF CALIFORNIA

AGENCY NAME

California Department of Veterans Affairs

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

Joy Hempstead, Assistant Deputy Secretary of Financial Services Division

ADDRESS

1227 O Street, Sacramento, CA 95814

California Department of General
Services Use Only

☐ Exempt per:

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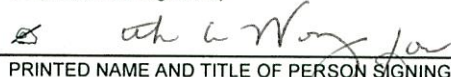
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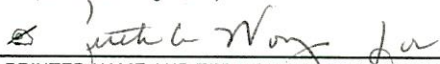
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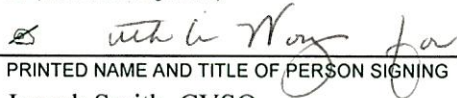
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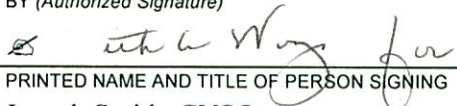
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EXHIBIT A
SCOPE OF WORK

1. Contractor shall work with the Department of Veterans Affairs (CDVA) to develop mental health outreach activities in the County of Los Angeles in accordance with the Department of Mental Health (DMH) Proposition 63 funding award.
2. The Contract Managers are responsible for the administration of the contract and shall respond to all inquiries regarding the governing provisions of the contract during the term of this contract. The Contract Managers shall be:

California Department of Veterans Affairs	County of Los Angeles
Name: Christopher Colbert, Mental Health Coordinator Veterans Services Division	Name: Joseph Smith, County Veterans Service Officer
Address: 1227 O Street, 1 st Floor Sacramento, CA 95814	Address: 2615 S. Grand Ave. Los Angeles, CA 90007
Phone: (916) 503-8376	Phone: (213) 744-4827

Contract Managers may be changed by issuing a 20-day prior written notification and shall not require a formal amendment to this Agreement. The notifying party shall provide complete contact information for the replacement Contract Manager including, name, title, mailing address, phone, fax number, and email address.

All other changes require a formal written amendment to this agreement.

3. Contractor agrees to conduct mental health outreach activities in the County of Los Angeles with an emphasis on the newly discharged service members who have served in Iraq and Afghanistan, and National Guard and Reserve service members that have been deployed.
4. The purpose of this outreach is to direct these veterans and soldiers into the Federal Veterans Affairs (VA) healthcare system and get them screened for any mental or physical health problems that they may have.
5. Contractor shall document on a daily basis all mental health outreach by using the veteran's reintegration forms that have been provided by CDVA, Veterans Services Division for input into the Veteran Reintegration Management System (VRMS).
6. Contractor shall collect veteran information by using VetPro and the intake forms even if the veteran or service member does not live in the County of Los Angeles. Contractor shall send all collected information to the CalVet Veterans Services Division, Mental Health Coordinator on a quarterly basis.
7. Contractor shall submit a quarterly Status Report via electronic submission to the Mental Health Coordinator, the 1st of every quarter. The report shall include a detailed description of outreach efforts performed by the County of Los Angeles, and the usage of mental health services by recently separated veterans.
8. Specific duties to be performed by the County shall include but not be limited to the following:
 - A. Conduct outreach, engagement and education to veterans and guardsmen and reservists including homeless veterans, to enhance access to prevention and early intervention mental health services.
 - B. Assist veterans in determining eligibility for VA benefits or eligibility for County and State benefits, General Relief, Supplemental Security Income (SSI), Medi-Cal, and other resources available to veterans.
 - C. Target newly discharged veterans by conducting outreach at National Guard Armories, Army Reserve Centers, Camp Roberts and other various veterans' activities or events.
 - D. Conduct periodic Veterans Benefit training with Mental Health employees.

- E. Provide referrals to veterans to be screened for Post Traumatic Stress Disorder (PTSD). If veterans exhibit signs and symptoms consistent with PTSD, veterans will be assisted in filing a claim for compensation benefits.
- F. Assist homeless veterans, or those in danger of becoming homeless with veterans housing facilities and resources.
- G. Formalize partnerships with Mental Health professionals through Memorandums of Understanding (MOU) or Letters of Support (LOS) with Federal (VA), State (DMH) and Local (County Mental Health) offices.

EXHIBIT A
Attachment 1-Program Narrative

Los Angeles County Department of Military and Veterans Affairs (DMVA)
Prop 63 Veterans Navigator Program
Budget Narrative

Section A: Personnel

The DMVA Pro 63 Navigator will consist of one full time (1) accredited Veterans Claims Assistant (VCA) I who will work as a navigator with the Navigator Program (Department of Mental Health Prop 63). This position will be a key role in identifying, counseling, referring and monitoring veterans identified through referrals (county agencies, law enforcement and other service providers)

Section B: Fringe Benefits

Fringe Benefits include health insurance, dental insurance, life insurance, worker's compensation, county retirement, unemployment insurance, disability, and Medicare.

Section C: Travel

Veterans Claims Assistant I will travel throughout the County of Los Angeles using personal vehicle to; outreach presentations at VA facilities, travel between County service offices and attend outreach events sponsored by local agencies. Travel expenses covered only include mileage at state approved rates.

Section D: Supplies

Office supplies include consumable supplies such as printer supplies, paper, and writing instruments. A cellular phone is issued due to the mobility of the VCA I in addition to a data card for internet access required for VETPRO.

Section E: Contracting

Not applicable

Section F: Other

Information Technology support (hardware & software) is provided by the County of Los Angeles Department of Internal Services at a flat fee of \$110 per month per user. Administrative services are provided by the County of Los Angeles, Auditor-Controller Shared Services.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. The total amount to be paid to the County of Los Angeles under this contract is **\$55,000.00**.
2. The first quarterly payment shall be in advance upon approval of the contract in the amount of \$13,750.00.
3. Future quarterly payments shall only be provided upon receipt of the quarterly invoice along with the appropriate reports specified in Exhibit A. Invoices shall include the County name, address and telephone number, and agreement Number **12XS0004**. Invoices that do not contain, as a minimum, the above information may be denied and returned to the County.
4. Invoices shall be paid in accordance with Exhibit B, Attachment 1, Budget Detail.
5. Quarterly invoices shall be submitted to the Mental Health Coordinator on the 1st of the following months: **December 2012, March 2013, June 2013, and September 2013.**
6. All quarterly invoices shall be submitted as follows:

An original invoice to:

California Department of Veterans Affairs
Attention: Accounting, 4th Floor
1227 O Street
Sacramento, CA 95814

A copy of the original for approval of payment to:

California Department of Veterans Affairs
Attention: Christopher Colbert, Mental Health Coordinator
1227 O Street, 1st Floor
Sacramento, CA 95814

7. **BUDGET CONTINGENCY CLAUSE:** It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to (Should be the same county listed in number 1 above) or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State; or, offer an Agreement amendment to Contractor to reflect the reduced amount.

8. **PROMPT PAYMENT CLAUSE:** Payment will be made in accordance with and within the time (45 days) specified in the Government Code, Chapter 4.5 (commencing with Section 927).

EXHIBIT B
ATTACHMENT 1- Budget Detail

DIRECT SALARIED POSITIONS	MONTHLY COST	YEARLY COST
VETERANS SERVICE REPRESENTATIVE	\$3,358.33	\$40,300
FRINGE BENEFITS	\$1,225	\$14,700
TOTAL		\$55,000

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. **APPROVAL**: This agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR**: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION**: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and

subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this agreement.
13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
 - a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the

violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
- If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
 - If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)
20. LOSS LEADER:
- If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. **EXCISE TAX:** The State of California is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Contract. California may pay any applicable sales or use tax imposed by another state.
2. **STATUTORY AND REGULATORY PROVISIONS**
 - A. This Contract shall be governed and construed in accordance with all applicable statutory and regulatory provisions including, but not limited to:
 - 1) Title XVIII of the Federal Social Security Act
 - 2) Title XIX of the Federal Social Security Act
 - 3) Chapters 7 and 8 (commencing with Section 14000), Part 3, Division 9, Welfare and Institutions Code
 - 4) Division 3, Title 22, California Code of Regulations (CCR)
 - 5) Health and Safety Code Section 1340 et seq.
 - 6) All applicable Federal provisions which regulate the administration of health care programs and budget revisions, as contained in the Code of Federal Regulations (CFR), Title 42, and Title 45, Part 74, Title 42 United States Code, Sections 1395 et seq. and 1396 et seq.
 - 7) Sub-chapter 13 (commencing with Section 6800), Chapter 4, Part 1, Title 17, CCR; and
 - 8) All other applicable laws and regulations.
3. Any provision of this Contract in conflict with the applicable laws and regulations is hereby amended to conform to the provisions of those laws and regulations. Such amendment of the Contract shall be effective on the effective date of the statutes or regulations necessitating it, and shall be binding on the parties even though the amendment may not have been reduced to writing and formally agreed upon and executed by the parties. If, due to amendment in laws or regulations, Contractor is unable or unwilling to comply with the provisions of the amendment(s), State or Contractor may terminate this Contract in accordance with the Termination provision of this Contract.
4. **EXAMINATION AND AUDIT**
 - A. Contractor shall allow the State and its related entities, the Comptroller General of the United States, Department of Justice (DOJ), and the Bureau of Medi-Cal Fraud, or their duly authorized representatives, to inspect or otherwise evaluate the quality, appropriateness, and timeliness of services performed under this Contract, and to inspect, evaluate, and audit any and all books, records, and facilities maintained by the Contractor and Subcontractors pertaining to services under this Contract at any time during normal business hours.
 - B. Contractor shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under this Contract in accordance with *Government Code, Section 85467.7*. The examination and audit shall be confined to those matters directly connected with the performance of the contract, including, but not limited to, the costs of administering the Contract.
 - C. Books and records include, but are not limited to, all physical records originated or prepared pursuant to the performance under this Contract, including working papers, reports, financial records, and books of account, Medical Records, prescriptions files, Subcontracts, and any other documentation pertaining to medical and non-medical services for residents of the Home. Upon request, at any time during the term of this Contract, the Contractor shall furnish any record or copy.
5. **RESOLUTION OF DISPUTES:** The Contractor may dispute and appeal a decision or action by the State arising out of the interpretation or administration of this Contract. A written dispute notice shall be submitted

to the Contract Manager within thirty (30) calendar days from the date the Contractor receives notice of the decision or action in dispute.

The Contractor's dispute notice shall state, on the basis of the most accurate information then available to the Contractor, the following:

- A. That it is a dispute pursuant to this Section.
- B. The date, nature, and circumstances of the conduct, which is the subject of dispute.
- C. The names, telephone numbers, function, and activity of each contractor, subcontractor, State official, or employee involved in or knowledgeable about the conduct.
- D. The identification of any documents and the substance of any oral communications involved in the conduct. Copies of all identified documents shall be attached.
- E. The reason why the Contractor is disputing the conduct.
- F. The cost impact to the Contractor directly attributable to the alleged conduct, if any.
- G. The Contractor's desired remedy.
- H. The State and the Contractor agree to try to resolve all contractual issues by negotiation and mutual Contract at the Contract Manager level. The parties recognize that the implementation of this policy depends on open-mindedness, and the need for both sides to present adequate supporting information on matters in question. The Contract Manager in a written decision stating the factual basis for the decision will decide any disputes concerning performance of this Contract. Before issuance of the Contract Manager's decision, informal discussions between the parties by the individuals who have not participated substantially in the matter in dispute will be considered by the parties in efforts to reach mutual Contract.
- I. The Contract Manager will render a decision or request additional substantiating documentation from the Contractor within thirty (30) days of receipt of the Contractor's appeal. A copy of the decision will be provided to the Contractor. The decision shall be final and conclusive unless, within thirty (30) days from the date of the decision, the Contractor files a written appeal addressed to the Undersecretary, California Department of Veterans Affairs.
- J. The Undersecretary's decision shall be final and conclusive unless the decision is arbitrary, capricious, grossly erroneous or if any determination of fact is unsupported by substantiating evidence. The Undersecretary's decision will be in writing and may encompass facts, interpretations of the Contract, and determination or application of law. The Contractor may, prior to the Undersecretary's decision, present oral or documentary evidence, and arguments in support of the Contractor's appeal. The decision will either:
 - 1) Find in favor of the Contractor, in which case the Undersecretary may:
 - a. Countermand the earlier conduct which caused the Contractor to file a dispute; or
 - b. Reaffirm the conduct and, if there is a cost impact sufficient to constitute a change in obligations pursuant to the payment provisions, direct the State to comply with that Section.
 - 2) Deny the Contractor's dispute and, where necessary, direct the manner of future performance; or
 - 3) Request additional substantiating documentation in the event the information in the Contractor's dispute or appeal is inadequate to permit a decision to be made under paragraphs (1) or (2) above, and will advise the Contractor as to what additional information is required, and establish how that information will be furnished. The Contractor shall have thirty (30) days to respond to the Undersecretary's request for further information. Upon receipt of this additional requested information, the Undersecretary will have thirty (30) days to respond with a decision. Failure to supply additional information required by the Undersecretary within the time period specified above shall constitute waiver by the Contractor of all claims.

- 4) Attorney's fees and costs for any dispute or subsequent trial shall be borne by the respective parties. Both parties waive trial by jury, and any trial in superior or municipal court shall be by a judge alone. Any litigation arising out of this Contract shall be conducted in a California Court pursuant to California law.
- 5) Contractor shall continue with the responsibilities under this Contract during any dispute.
6. AGENCY LIABILITY: The Contractor warrants by execution of this Contract, that no person or selling agency has been employed or retained to solicit or secure this Contract upon Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Contract without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
7. POTENTIAL SUBCONTRACTORS: Nothing contained in this Contract or otherwise shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them, as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or enforce the payment of any moneys to any subcontractor.

8. RIGHT TO TERMINATE

- A. The State reserves the right to terminate this Contract subject to thirty (30) days written notice to the Contractor. Contractor may submit a written request to terminate this Contract only if the State should substantially fail to perform its responsibilities as provided herein. However, the Contract can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.
- B. This Contract may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

9. FORCE MAJEURE

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of god such as earthquakes, floods, and other natural disasters such that performance is impossible.

10. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) STANDARDS FOR
PRIVACY OF INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION

For the purpose of this contract, contractor shall comply with the federal Health Insurance Portability and Accountability Act (HIPAA), as well as State and Federal requirements for privacy protection. The definitions and obligations required by the HIPAA Standards for Privacy of Individually Identified Health Information (U.S.C. 1320d et seq.), and implementing regulations including but not limited to 45 Code of Federal Regulations parts 142, 160, 162, and 164, hereinafter referred to as the Privacy Rule, remain in force and applicable for access to protected health information, including electronic protected health information.

AGREEMENT NUMBER 12XS0004
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California Department of Veterans Affairs

CONTRACTOR'S NAME

County of Los Angeles

2. The term of this Agreement is: October 1, 2012 through September 30, 2013
or upon DGS approval, whichever is later

3. The maximum amount of this Agreement is: \$ 55,000.00
Fifty five thousand dollars and zero cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	2 pages
Exhibit A- Attachment 1 Program Narrative	1 pages
Exhibit B – Budget Detail and Payment Provisions	1 page
Exhibit B – Attachment 1 Budget Form	1 page
Exhibit C* – General Terms and Conditions	3 pages

Check mark one item below as Exhibit D:

- | | |
|--|---------|
| <input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) | 4 pages |
| <input type="checkbox"/> Exhibit - D* Special Terms and Conditions | |

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

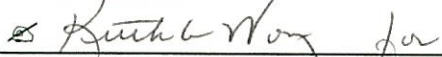
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Los Angeles

BY (Authorized Signature)



DATE SIGNED (Do not type)

Nov 15, 2012

PRINTED NAME AND TITLE OF PERSON SIGNING

Joseph Smith, CVSO

ADDRESS

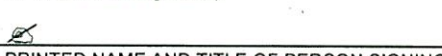
2615 S. Grand Ave.
Los Angeles, CA 90007

STATE OF CALIFORNIA

AGENCY NAME

California Department of Veterans Affairs

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Joy Hempstead, Assistant Deputy Secretary of Financial Services Division

ADDRESS

1227 O Street, Sacramento, CA 95814

California Department of General
Services Use Only

☐ Exempt per:

EXHIBIT A
SCOPE OF WORK

1. Contractor shall work with the Department of Veterans Affairs (CDVA) to develop mental health outreach activities in the County of Los Angeles in accordance with the Department of Mental Health (DMH) Proposition 63 funding award.
2. The Contract Managers are responsible for the administration of the contract and shall respond to all inquiries regarding the governing provisions of the contract during the term of this contract. The Contract Managers shall be:

California Department of Veterans Affairs	County of Los Angeles
Name: Christopher Colbert, Mental Health Coordinator Veterans Services Division	Name: Joseph Smith, County Veterans Service Officer
Address: 1227 O Street, 1 st Floor Sacramento, CA 95814	Address: 2615 S. Grand Ave. Los Angeles, CA 90007
Phone: (916) 503-8376	Phone: (213) 744-4827

Contract Managers may be changed by issuing a 20-day prior written notification and shall not require a formal amendment to this Agreement. The notifying party shall provide complete contact information for the replacement Contract Manager including, name, title, mailing address, phone, fax number, and email address.

All other changes require a formal written amendment to this agreement.

3. Contractor agrees to conduct mental health outreach activities in the County of Los Angeles with an emphasis on the newly discharged service members who have served in Iraq and Afghanistan, and National Guard and Reserve service members that have been deployed.
4. The purpose of this outreach is to direct these veterans and soldiers into the Federal Veterans Affairs (VA) healthcare system and get them screened for any mental or physical health problems that they may have.
5. Contractor shall document on a daily basis all mental health outreach by using the veteran's reintegration forms that have been provided by CDVA, Veterans Services Division for input into the Veteran Reintegration Management System (VRMS).
6. Contractor shall collect veteran information by using VetPro and the intake forms even if the veteran or service member does not live in the County of Los Angeles. Contractor shall send all collected information to the CalVet Veterans Services Division, Mental Health Coordinator on a quarterly basis.
7. Contractor shall submit a quarterly Status Report via electronic submission to the Mental Health Coordinator, the 1st of every quarter. The report shall include a detailed description of outreach efforts performed by the County of Los Angeles, and the usage of mental health services by recently separated veterans.
8. Specific duties to be performed by the County shall include but not be limited to the following:
 - A. Conduct outreach, engagement and education to veterans and guardsmen and reservists including homeless veterans, to enhance access to prevention and early intervention mental health services.
 - B. Assist veterans in determining eligibility for VA benefits or eligibility for County and State benefits, General Relief, Supplemental Security Income (SSI), Medi-Cal, and other resources available to veterans.
 - C. Target newly discharged veterans by conducting outreach at National Guard Armories, Army Reserve Centers, Camp Roberts and other various veterans' activities or events.
 - D. Conduct periodic Veterans Benefit training with Mental Health employees.

- E. Provide referrals to veterans to be screened for Post Traumatic Stress Disorder (PTSD). If veterans exhibit signs and symptoms consistent with PTSD, veterans will be assisted in filing a claim for compensation benefits.
- F. Assist homeless veterans, or those in danger of becoming homeless with veterans housing facilities and resources.
- G. Formalize partnerships with Mental Health professionals through Memorandums of Understanding (MOU) or Letters of Support (LOS) with Federal (VA), State (DMH) and Local (County Mental Health) offices.

EXHIBIT A
Attachment 1-Program Narrative

Los Angeles County Department of Military and Veterans Affairs (DMVA)
Prop 63 Veterans Navigator Program
Budget Narrative

Section A: Personnel

The DMVA Prop 63 Navigator will consist of one full time (1) accredited Veterans Claims Assistant (VCA) I who will work as a navigator with the Navigator Program (Department of Mental Health Prop 63). This position will be a key role in identifying, counseling, referring and monitoring veterans identified through referrals (county agencies, law enforcement and other service providers)

Section B: Fringe Benefits

Fringe Benefits include health insurance, dental insurance, life insurance, worker's compensation, county retirement, unemployment insurance, disability, and Medicare.

Section C: Travel

Veterans Claims Assistant I will travel throughout the County of Los Angeles using personal vehicle to; outreach presentations at VA facilities, travel between County service offices and attend outreach events sponsored by local agencies. Travel expenses covered only include mileage at state approved rates.

Section D: Supplies

Office supplies include consumable supplies such as printer supplies, paper, and writing instruments. A cellular phone is issued due to the mobility of the VCA I in addition to a data card for internet access required for VETPRO.

Section E: Contracting

Not applicable

Section F: Other

Information Technology support (hardware & software) is provided by the County of Los Angeles Department of Internal Services at a flat fee of \$110 per month per user. Administrative services are provided by the County of Los Angeles, Auditor-Controller Shared Services.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. The total amount to be paid to the County of Los Angeles under this contract is **\$55,000.00**.
2. The first quarterly payment shall be in advance upon approval of the contract in the amount of \$13,750.00.
3. Future quarterly payments shall only be provided upon receipt of the quarterly invoice along with the appropriate reports specified in Exhibit A. Invoices shall include the County name, address and telephone number, and agreement Number **12XS0004**. Invoices that do not contain, as a minimum, the above information may be denied and returned to the County.
4. Invoices shall be paid in accordance with Exhibit B, Attachment 1, Budget Detail.
5. Quarterly invoices shall be submitted to the Mental Health Coordinator on the 1st of the following months: **December 2012, March 2013, June 2013, and September 2013.**
6. All quarterly invoices shall be submitted as follows:

An original invoice to:

California Department of Veterans Affairs
Attention: Accounting, 4th Floor
1227 O Street
Sacramento, CA 95814

A copy of the original for approval of payment to:

California Department of Veterans Affairs
Attention: Christopher Colbert, Mental Health Coordinator
1227 O Street, 1st Floor
Sacramento, CA 95814

7. **BUDGET CONTINGENCY CLAUSE:** It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to (Should be the same county listed in number 1 above) or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State; or, offer an Agreement amendment to Contractor to reflect the reduced amount.

8. **PROMPT PAYMENT CLAUSE:** Payment will be made in accordance with and within the time (45 days) specified in the Government Code, Chapter 4.5 (commencing with Section 927).

EXHIBIT B
ATTACHMENT 1- Budget Detail

DIRECT SALARIED POSITIONS	MONTHLY COST	YEARLY COST
VETERANS SERVICE REPRESENTATIVE	\$3,358.33	\$40,300
FRINGE BENEFITS	\$1,225	\$14,700
TOTAL		\$55,000

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. **APPROVAL**: This agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR**: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION**: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and

subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this agreement.
13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
 - a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the

violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
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- If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
 - If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)
20. LOSS LEADER:
- If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. **EXCISE TAX:** The State of California is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Contract. California may pay any applicable sales or use tax imposed by another state.
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 - A. This Contract shall be governed and construed in accordance with all applicable statutory and regulatory provisions including, but not limited to:
 - 1) Title XVIII of the Federal Social Security Act
 - 2) Title XIX of the Federal Social Security Act
 - 3) Chapters 7 and 8 (commencing with Section 14000), Part 3, Division 9, Welfare and Institutions Code
 - 4) Division 3, Title 22, California Code of Regulations (CCR)
 - 5) Health and Safety Code Section 1340 et seq.
 - 6) All applicable Federal provisions which regulate the administration of health care programs and budget revisions, as contained in the Code of Federal Regulations (CFR), Title 42, and Title 45, Part 74, Title 42 United States Code, Sections 1395 et seq. and 1396 et seq.
 - 7) Sub-chapter 13 (commencing with Section 6800), Chapter 4, Part 1, Title 17, CCR; and
 - 8) All other applicable laws and regulations.
3. Any provision of this Contract in conflict with the applicable laws and regulations is hereby amended to conform to the provisions of those laws and regulations. Such amendment of the Contract shall be effective on the effective date of the statutes or regulations necessitating it, and shall be binding on the parties even though the amendment may not have been reduced to writing and formally agreed upon and executed by the parties. If, due to amendment in laws or regulations, Contractor is unable or unwilling to comply with the provisions of the amendment(s), State or Contractor may terminate this Contract in accordance with the Termination provision of this Contract.
4. **EXAMINATION AND AUDIT**
 - A. Contractor shall allow the State and its related entities, the Comptroller General of the United States, Department of Justice (DOJ), and the Bureau of Medi-Cal Fraud, or their duly authorized representatives, to inspect or otherwise evaluate the quality, appropriateness, and timeliness of services performed under this Contract, and to inspect, evaluate, and audit any and all books, records, and facilities maintained by the Contractor and Subcontractors pertaining to services under this Contract at any time during normal business hours.
 - B. Contractor shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under this Contract in accordance with *Government Code, Section 85467.7*. The examination and audit shall be confined to those matters directly connected with the performance of the contract, including, but not limited to, the costs of administering the Contract.
 - C. Books and records include, but are not limited to, all physical records originated or prepared pursuant to the performance under this Contract, including working papers, reports, financial records, and books of account, Medical Records, prescriptions files, Subcontracts, and any other documentation pertaining to medical and non-medical services for residents of the Home. Upon request, at any time during the term of this Contract, the Contractor shall furnish any record or copy.
5. **RESOLUTION OF DISPUTES:** The Contractor may dispute and appeal a decision or action by the State arising out of the interpretation or administration of this Contract. A written dispute notice shall be submitted

to the Contract Manager within thirty (30) calendar days from the date the Contractor receives notice of the decision or action in dispute.

The Contractor's dispute notice shall state, on the basis of the most accurate information then available to the Contractor, the following:

- A. That it is a dispute pursuant to this Section.
- B. The date, nature, and circumstances of the conduct, which is the subject of dispute.
- C. The names, telephone numbers, function, and activity of each contractor, subcontractor, State official, or employee involved in or knowledgeable about the conduct.
- D. The identification of any documents and the substance of any oral communications involved in the conduct. Copies of all identified documents shall be attached.
- E. The reason why the Contractor is disputing the conduct.
- F. The cost impact to the Contractor directly attributable to the alleged conduct, if any.
- G. The Contractor's desired remedy.
- H. The State and the Contractor agree to try to resolve all contractual issues by negotiation and mutual Contract at the Contract Manager level. The parties recognize that the implementation of this policy depends on open-mindedness, and the need for both sides to present adequate supporting information on matters in question. The Contract Manager in a written decision stating the factual basis for the decision will decide any disputes concerning performance of this Contract. Before issuance of the Contract Manager's decision, informal discussions between the parties by the individuals who have not participated substantially in the matter in dispute will be considered by the parties in efforts to reach mutual Contract.
- I. The Contract Manager will render a decision or request additional substantiating documentation from the Contractor within thirty (30) days of receipt of the Contractor's appeal. A copy of the decision will be provided to the Contractor. The decision shall be final and conclusive unless, within thirty (30) days from the date of the decision, the Contractor files a written appeal addressed to the Undersecretary, California Department of Veterans Affairs.
- J. The Undersecretary's decision shall be final and conclusive unless the decision is arbitrary, capricious, grossly erroneous or if any determination of fact is unsupported by substantiating evidence. The Undersecretary's decision will be in writing and may encompass facts, interpretations of the Contract, and determination or application of law. The Contractor may, prior to the Undersecretary's decision, present oral or documentary evidence, and arguments in support of the Contractor's appeal. The decision will either:
 - 1) Find in favor of the Contractor, in which case the Undersecretary may:
 - a. Countermand the earlier conduct which caused the Contractor to file a dispute; or
 - b. Reaffirm the conduct and, if there is a cost impact sufficient to constitute a change in obligations pursuant to the payment provisions, direct the State to comply with that Section.
 - 2) Deny the Contractor's dispute and, where necessary, direct the manner of future performance; or
 - 3) Request additional substantiating documentation in the event the information in the Contractor's dispute or appeal is inadequate to permit a decision to be made under paragraphs (1) or (2) above, and will advise the Contractor as to what additional information is required, and establish how that information will be furnished. The Contractor shall have thirty (30) days to respond to the Undersecretary's request for further information. Upon receipt of this additional requested information, the Undersecretary will have thirty (30) days to respond with a decision. Failure to supply additional information required by the Undersecretary within the time period specified above shall constitute waiver by the Contractor of all claims.

- 4) Attorney's fees and costs for any dispute or subsequent trial shall be borne by the respective parties. Both parties waive trial by jury, and any trial in superior or municipal court shall be by a judge alone. Any litigation arising out of this Contract shall be conducted in a California Court pursuant to California law.
- 5) Contractor shall continue with the responsibilities under this Contract during any dispute.
6. AGENCY LIABILITY: The Contractor warrants by execution of this Contract, that no person or selling agency has been employed or retained to solicit or secure this Contract upon Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Contract without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
7. POTENTIAL SUBCONTRACTORS: Nothing contained in this Contract or otherwise shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them, as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or enforce the payment of any moneys to any subcontractor.

8. RIGHT TO TERMINATE

- A. The State reserves the right to terminate this Contract subject to thirty (30) days written notice to the Contractor. Contractor may submit a written request to terminate this Contract only if the State should substantially fail to perform its responsibilities as provided herein. However, the Contract can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.
- B. This Contract may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

9. FORCE MAJEURE

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of god such as earthquakes, floods, and other natural disasters such that performance is impossible.

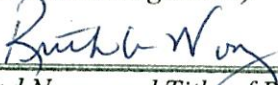
10. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) STANDARDS FOR
PRIVACY OF INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION

For the purpose of this contract, contractor shall comply with the federal Health Insurance Portability and Accountability Act (HIPAA), as well as State and Federal requirements for privacy protection. The definitions and obligations required by the HIPAA Standards for Privacy of Individually Identified Health Information (U.S.C. 1320d et seq.), and implementing regulations including but not limited to 45 Code of Federal Regulations parts 142, 160, 162, and 164, hereinafter referred to as the Privacy Rule, remain in force and applicable for access to protected health information, including electronic protected health information.

CCC-307 Effective 3/28/07

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> County of LA, Dept. of Military & Veterans Aff		<i>Federal ID Number</i> 95-6000-927
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Ruth A. Wong, Manager		
<i>Date Executed</i> 11/15/12	<i>Executed in the County of</i> Los Angeles	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has

made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.